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ATTACHMENTS:

DRAWING #521-2

25X1A

Approved For Release 2001/03/06 : CIA-RDP86-00800R000200090003-5

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DIVISION I - GENERAL REQUIREMENTS

Section 1A - Scope and Description

1A-01. GENERAL

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It is the intent of this project to provide and secure interior renovations to the [REDACTED]

[REDACTED] complete and ready for use.

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1A-02. SCOPE

The work shall include:

- (a) Installation of 1/4-inch steel plate over crawl space vents and hatchway openings. Plate shall be mounted with hinges and lock hasp, fastened into masonry wall with mounting anchors, and tack weld to prevent forceable entry.
- (b) Installation of acoustical tile on existing ceiling area as specified, material shall be size (12 x 12 x 1/2) inches and installed with mastic cement. All light fixtures shall be removed and replaced after installation.
- (c) Installation of 1-inch thick plywood over (2 x 3) foot attic holes, located at two locations. Plywood shall be mounted with hinges and lock hasp, and painted color of ceiling.
- (d) Installation of (2 x 4)-inch stud partition walls and trimming with 5/8-inch gypsum wall board and 1/4-inch thick birch panel over laying gypsum. Panel shall be the same color as existing walls. (ceiling height 10'-6").
- (e) Installation of 1/4-inch thick birch panels and trimming on existing walls. (ceiling height 10'-6").
- (f) Relocating existing radiator.
- (g) Installation of supply and return air ducts, registers and grills as located on drawings.
- (h) Removal and replacement of bathroom floor tiles as designated.
- (i) Relocating existing water cooler from proposed riser duct location and install as located on drawings.
- (j) Relocating and installing new and existing flourescent and exit light fixtures, switches and duplex outlets as shown.

NOTICE:

Bids to be opened at
2:00 pm, EDST, 9 May 1977

SPECIFICATION
NO: [REDACTED]

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The Contractor shall follow the provisions set forth in the specifications and all applicable regulations and orders of Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to perform this contract.

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25X1A All questions concerning the bidding or any other phase of the plans and specifications occurring prior to bid opening shall be presented to the [REDACTED] Questions requiring interpretation of drawings and specifications must be submitted at least 7 days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by addendum only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

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To inspect the site of the work before bid opening, prior appointment must be made with the [REDACTED]

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1A-07. MINIMUM WAGE RATES AND OTHER LABOR STANDARDS

The Contractor shall pay mechanics and laborers employed or working directly upon the site of the work wage rates not less than those contained in the wage determination decision of the Secretary of Labor, No. AQ2074 with modifications number 1 & 2, which is attached hereto.

1A-08. SECURITY REQUIREMENTS

No employee or representative of the Contractor will be admitted to the site unless he furnishes satisfactory proof that he is a citizen of the United States.

This Activity operates under strict security regulations and all persons admitted to the Activity must be accompanied by an official escort, designated by the Activity's Security Officer, at all times. The Security Officer may authorize issuance of badges to selected responsible employees of the Contractor, which will permit the person issued the badge to act as escort for other Contractor personnel.

1A-09. FORM OF CONTRACT

The contract will be executed on Standard Form 20, January 1961 edition, Construction Contract, and will include [REDACTED] 25X1A Provisions.

The following additional footnote is added to Clause 21 of General Provisions: "In accordance with regulations of the Secretary of Labor, the rules, regulations, order instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall, to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order 11246.

Clause 41, General Provisions, at the end of paragraph (d), delete the following: "the contract involves more than 6 months work or is described as hazardous character in the Invitation for Bids, Schedule, or Specifications, the following paragraph (e) will apply."

To General Provisions, add the following new clause:

"97. EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS

"(a) Whenever the Contractor, after receipt of notification of the change made pursuant to the clause of this contract entitled "Changes" or after affirmation of a constructive change thereunder, submits any claim for equitable adjustment under that clause, such claim shall include all types of adjustments in the total amounts to which that clause entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the aforesaid clause. ~~Released 2001/03/06 : CIA-RDP86-00800R000200090003-5~~

Contractor shall provide all labor, and materials, necessary for a complete installation, in conformity with these specifications and No. [REDACTED] which is a part of these specifications.

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1A-04. LOCATION

25X1A [REDACTED]

1A-05. LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to complete the work within the time fixed in the contract or any extensions thereof, the Contractor shall pay to the Government as liquidated damages pursuant to Clause 5 of Standard Form 23A, the sum of \$25.00 for each day of delay. (See also Section entitled "Additional General Paragraphs").

1A-06. COMMENCEMENT PROSECUTION AND COMPLETION OF WORK

The Contractor will be required to commence work under this contract within 15 calendar days after the date of receipt by him of notice to proceed, and to prosecute said work diligently, and to complete the entire work ready for use within 75 calendar days after date of receipt of a notice of award or any other communication authorizing the Contractor to proceed. The time stated for completion shall include final cleanup of the premises.

(2) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments, of the name and location of each such establishment in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State employment service system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when he is no longer bound by this contract clause.

(3) If the contract is for less than \$10,000 or if it is with a State or local government, the procedures set forth in subparagraphs (1) and (2) of this paragraph (c) are not required.

(d) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(e) This clause does not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangements for that opening.

(f) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three (3) days' duration and part-time employment."

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area of the establishment where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands."

(3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies), and includes any openings which the Contractor proposes to fill from regularly established "recall" and "rehire" lists.

(4) "Openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to person outside of a special hiring arrangement, including openings which the Contractor proposes to fill from union hiring halls, which is part of the customary and traditional employment relationship existing between the Contractor and the representatives of his employees.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for disability rated at

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(ii) any increase in the amount of equitable adjustments additional to those requested in its claim."

"(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change."

LISTING OF EMPLOYMENT OPENINGS (1973 Sept.)

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$2,500 or more.)

(a) The Contractor, to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at the appropriate office of the State employment service system wherein the opening occurs and to provide reports to such office regarding employment openings and hires as may be required.

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. Listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants referred by the employment service system. Nothing contained herein is intended to relieve the Contractor from any requirements in any Executive Order or regulation regarding non-discrimination in employment.

(c)(1) Reports required shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate employment service office or where the Contractor has more than one establishment in a State, with the central office of that State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were non-disabled veterans of the Vietnam era. The Contractor shall maintain copies of the reports submitted until the expiration of one year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer of the Secretary of Labor.

thirty percent (30%) or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person who was discharged or released within the 48 months preceding his application for employment covered under this part and who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 5, 1964.

(g) The Contractor agrees to place this clause (excluding this paragraph (g) in any subcontract directly under this contract provided, such subcontract is for \$2,500 or more. (Subcontracts for personal services are exempted from this requirement.)

(h) Failure of the Contractor to comply with the requirements of this clause may result in termination for default of the contract concerned."

1A-10. CONTRACTOR'S INVOICE

Requests for payment in accordance with the terms of the contract shall consist of contractor's invoice on Form [REDACTED] (4-68), which shall show in summary form, the basis for arriving at the amount of the invoice. The format, content, and number of copies required shall be as further prescribed by the Public Works Officer and shall be subject to his approval. The submission of the required data shall not otherwise affect the contract terms. [REDACTED] (4-68) will be furnished by the Public Works Officer.

1A-11. MANDATORY INSURANCE COVERAGE

(a) Within 15 days after award of this contract, the successful bidder shall furnish to the [REDACTED], a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>Coverage</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	100,000	300,000	10,000
3. Workmen's Compensation	As Required by State Law		
4. (Other as Required by State Law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy." The certificate of all policies shall provide for notice of cancellation to the [REDACTED] [REDACTED] 25X1A
ivity, and the certificates shall indicate that the above provision has been included. 25X1A

(b) The Prime Contractor shall also furnish such a similar certificate of insurance as evidence of the existence of such coverage for all sub-contractors who will work on the job. This certificate shall be furnished not less than five (5) days before such subcontractor forces enter the Government premises.

1A-12. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds shall be executed on Standard Form 25, June 1967 edition, Performance Bond, and Standard Form 25-A, June 1964 edition, Payment Bond.

1A-13. SPECIFICATIONS AND STANDARDS

The specifications and standards referenced in this specification (including addenda, amendments, and errata listed) shall govern in all cases where references thereto are made. In case of difference between the referenced specifications or standards and this specification or its accompanying drawings, this specification and its accompanying drawings shall govern to the extent of such differences; otherwise, the referenced specifications and standards shall apply.

When a number in parentheses is suffixed to a referenced [redacted] Federal or Military specification or standard symbol, it denotes the effective amendment or change to the document.

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1A-14. POSTING OF WAGE RATES

Where compliance with Clause 1 of Standard Form 19A requires posting the wage determination decision in an exterior location, it shall, along with other documents required to be similarly posted, be displayed in a weatherproof display case.

1A-15. WORK OUTSIDE REGULAR HOURS

Normal working hours at this Activity are 0800 to 1630 hours Monday through Friday. If the Contractor desires to carry on work outside of regular hours or on Saturdays, Sundays or holidays, he shall submit application to the Public Works Officer, but shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, he shall light the different parts of the work in an approved manner.

1A-16. CHANGED CONDITIONS

Whenever changed conditions as defined in Clause 4 of Standard Form 23-A are encountered, and wherever conditions exposed during the course of the work necessitate a change from quantities indicated or specified as either estimated quantities or as a basis for bids, whether or not provision for a change in price for such variation is specified, the Public Works Officer must be notified in writing and written direction to do so must be obtained before quantities stated in the contract documents are exceeded.

1A-17. DEFINITIONS

Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that reference is made to the drawings accompanying this specification unless stated otherwise. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Public Works Officer is intended unless stated otherwise. As used in this specification, "provide" shall be understood to mean "provide complete in place," that is, "furnish and install."

1A-18. METHODS AND SCHEDULES OF PROCEDURES

The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and the normal activities of the station. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the Contracting Officer.

1A-19. OPERATION OF STATION UTILITIES

The Contractor shall not operate nor disturb the setting of any control devices in the station utilities system, including water, sewer, electrical and steam services. The Government will operate the control devices as required for normal conduct of the work. The Contractor shall notify the Public Works Officer, giving reasonable advance notice when such operation is required.

1A-20. EXAMINATION OF PREMISES

Before submitting proposals, bidders are expected to visit and inspect the site of the work and satisfy themselves as to the physical conditions at the site; the general and local conditions, including availability of labor; the nature and extent of the work; the character and effect of existing adjoining and/or adjacent work; and other factors that can affect the cost of the performance of the contract to the extent that such information is reasonably obtainable.

1A-21. PROTECTION AND REPAIRS

The Contractor shall comply with the fire prevention requirements, security rules and regulations of the Activity, and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operations. All damage to Government or private property, resulting directly or indirectly from the Contractor's operations, shall be made good by him without expense to the Government. The Contractor shall protect the materials and work from deterioration and damage during construction and shall store and secure inflammable material from fire, remove oily rags, waste and refuse from buildings each night and during cold weather furnish all heat necessary for the proper conduct of the work. He shall provide and maintain all temporary walkways, roadways, trench covers, barricades, colored lights, danger signals, and other devices necessary to provide for safety and traffic.

1A-22. EXISTING WORK

Existing work damaged or otherwise affected by the Contractor's operations shall be restored to a condition as good as existed before the work was commenced, except where indicated or specified otherwise. Where new construction adjoins, connects to, or abuts the existing work, the junction shall be made in a substantial workmanlike and weathertight manner as the case requires. All new work shall match, as nearly as practicable, the existing adjoining and/or adjacent similar work unless indicated or specified otherwise. Except where specifically designated as being retained by the Government or to be reinstalled in the new construction, all materials, fixed equipment, and debris resulting from demolition and removal operations, shall be removed by the Contractor from the limits of the Government reservation at such times during the progress of the work as directed.

1A-23. PAYROLLS AND AFFIDAVITS

The Prime Contractor, will be required to submit a copy of each weekly payroll together with a Contractor's Weekly Statement of Compliance covering the payroll to the Public Works Officer within seven days after the regular payment date of the payroll period. The receipt of these payrolls and statement is made a condition precedent to payment for any amounts due under the contract.

1A-24. PAYROLL

The payroll shall be identified by the name of the Contractor, contract number, and the location of the site of the work. Payrolls shall state accurately and completely for each employee, his name, classification, Social Security number, rate of pay, daily, and weekly hours worked, wages earned, all deductions from such wages and the actual weekly wages paid. Contractors are required to submit employee's address with the payroll on which the employee's name first appears.

1A-25. CONTRACTOR'S WEEKLY STATEMENT OF COMPLIANCE

Contractor's Weekly Statement of Compliance shall be executed on the form furnished for the purpose by the Public Works Officer. Contractors shall list by title or name, all deductions made, omitting from the listing the dollar amount of the deductions.

1A-26 SWORN AFFIDAVIT

A sworn affidavit accomplished by the Contractor, stating that he and his subcontractors have complied with the Labor Standards Provisions of the contract, must accompany each request for reimbursement. Affidavit form will be furnished by the Public Works Officer.

1A-27. SUBCONTRACTORS AND PERSONNEL

Promptly after the award of the contract, the Contractor shall submit to the Public Works Officer, in triplicate, a list of his subcontractors and the work each is to perform. On this form shall appear the names of the key personnel of the Contractor and subcontractors, together with their home addresses and telephone numbers, for use in event of any emergency. From time to time as changes occur and additional information becomes available, the Contractor shall amplify, correct, and update the information contained in previous lists.

1A-28. STORM PROTECTION

Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work, and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1A-29. SAFETY REQUIREMENTS

The Contractor shall comply with the Department of the Army, Corps of Engineers, "General Safety Requirements," revised March 1958. The Contractor and his subcontractors shall maintain an accurate record of, and shall report to the Public Works Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incident to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident"; the "Instructions" and the required forms will be furnished by the Public Works Officer.

1A-30. NOTICE REGARDING BUY AMERICAN ACT (SEPTEMBER 1962)

The Department of Defense has changed its Buy American Act rules. General speaking, exception from the Buy American Act will be permitted only in the case of nonavailability of domestic construction materials. A bid or proposal offering nondomestic construction material will not be accepted unless specifically approved by the Office of the Secretary of Defense.

1A-31. AVAILABILITY OF UTILITY SERVICES

Electric and water service will be made available to the Contractor at the nearest available existing outlets at prevailing Government rates which may be obtained upon application to the [REDACTED]. The Contractor will be required to furnish all labor, equipment and materials to make utilities connections and to furnish and install valves, transformers, and meters for each service. The Contractor shall determine that each source is adequate and suitable for requirements of his equipment before making connection and on condition or a condition satisfactory to the Public Works Officer. No guaranty of any kind is made as to the continuity and level of the supply of such utility services. They will be reduced or suspended as the needs of the Government require and the Government shall not be liable for any damages sustained as a result of such reduction or suspension, nor for any failure of the supply lines to the Contractor's connections. Unless specified otherwise in this section entitled "General Paragraphs" final connections to existing utilities shall be made by the Contractor under the direct supervision of Government personnel.

1A-32. INVESTIGATION OF LABOR CONDITIONS

The wage determination decision of the Secretary of Labor attached hereto, or included by addendum, is made a part of this contract solely for the purpose of setting forth the minimum hourly wage rates required to be paid by the Davis-Bacon Act and is not to be considered as a guaranty, warranty, or representation as to the wage determination decision, the wage rates therein, the prevailing wages, or

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the award party for labor at the wage rates indicated. They are advised to make their own investigations and to rely solely upon their own information as to local labor conditions, such as wage rates necessary to attract labor, the length of the workday and workweek, overtime compensation, health and welfare contribution and available labor supply, and as to prospective changes or adjustments of wage rates or employment conditions in the area concerned that might affect the operations under the contract. Neither a mistake in attaching the wage determination decision of the Secretary of Labor or in the determination or statement of the wage rates set forth therein shall entitle the bidder to the cancellation of his bid or contract, to an increase in the contract price, or to other additional payment or recovery, except when the Contracting Officer modifies the specified wage rates and when the requirements of paragraph 1A-39 below are satisfied.

1A-33. MODIFICATION OF MINIMUM WAGE RATES

The Contracting Officer reserves the right to require the Contractor to pay the minimum wages set forth in the wage determination that is applicable to this contract and in effect at the time of award (irrespective of the wage rates set forth in the specification) and, if necessary, to modify the contract accordingly. The Government shall not be liable to the Contractor to increase the contract price or to make any other additional payment as a result of any such modification made by the Contracting Officer in the specified wage rates, except that an equitable contract price adjustment shall be made (1) when the Contractor clearly demonstrates that his investigation of the wage rates at the site did not, and that a reasonable investigation could not, disclose that wage rates higher than those previously specified would have to be paid, and (2) when the Contractor clearly demonstrates that he actually and reasonably based his bid or proposal upon wage rates lower than those required to be paid by such modification.

1A-34. APPRENTICES

Apprentices employed pursuant to the wage determination decision contained in this contract must be registered in a bona fide apprenticeship program registered with a state apprenticeship council recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor, or if no such recognized council exists in a state, a program registered with the Bureau of Apprenticeship, U.S. Department of Labor. The ratio of apprentices to journeyman mechanics shall not exceed that recognized by the agency of registry as prevailing.

1A-35. SPECIAL REQUIREMENTS

- (a) The Contractor shall abide by all security requirements of the Activity
- (b) Once work has begun, it shall proceed uninterrupted to completion unless halted by the Public Works Officer or his designated representative.
- (c) To inspect the site of work before bid opening, prior appointment must be made

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11146 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1976, as amended by Executive Order 11375 of October 13, 1967, and such sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance:

1A-36. PERSONNEL REQUIREMENTS

The Contractor and all personnel employed by him shall be fully qualified and experienced in their particular field of work. Full name, date, place of birth, and current address of each employee shall be supplied to the [REDACTED] 25X1A
25X1A [REDACTED] Five (5) days prior to start of work.

1A-37. EQUAL EMPLOYMENT OPPORTUNITY (1972 August) (This clause applies only to employees recruited in the Continental United States.)

(a) Certification of nonsegregated facilities. By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where suggested facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause, that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted whether for each subcontract or for all subcontractors during a period (i.e., quarterly, semiannually, or annually). (Mar. 1968) (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

(b) Certification of nonsegregated facilities by subcontractors and federally assisted construction contractors (Mar. 1968). Prior to the award of any subcontract, required to contain the Equal Opportunity clause contained in this contract, the Contractor shall obtain the certification set forth in 2-201(a) (xli). This certification may be required by the Contractor, either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

(c) During the performance of this contract, the Contractor agrees as follows:

SECTION 1B - BIDS

1B-01. INSTRUCTIONS TO BIDDERS

Standard Form 22, October 1969 edition, Supplement to Standard Form 22, and
Invitation for Bids, Standard Form 20, January 1961 edition, shall be observed
in the preparation of bids. Bidders shall affix their names and return addresses
in the upper left corner of bid envelope. Envelopes containing bids must be
sealed.

1B-02. BID GUARANTY

Bid guaranty will be required as stipulated on the reverse side of Standard Form 20.

1B-03. ITEMS OF BIDS

Bids shall be submitted, in duplicate, on Standard Form 21, December 1965 edition; Bid Form, with Standard Form 19B Representations and Certifications, October 1969 edition, and in accordance with Standard Forms 20 and 22, upon the following items:

Lump Sum Bid \$ _____

1B-04. TELEGRAPHIC MODIFICATION OF BIDS

Telegraphic modifications of bids in accordance with Standard Form 22 may be made. Two signed copies of the telegram in a sealed envelope marked, "Copies of telegraphic modification of bid for Renovations to [redacted]"

Specification No.

[REDACTED] should be forwarded immediately to the office to which the written bids were submitted. 25

25X1A

1B-05. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS (1973 JUL)

(a) Any bids received at the office designated in the solicitation after exact time specified for receipt will not be considered unless it is received before award is made and either:

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt of the Government installation.

(b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

Provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1A-38. INSPECTION

All materials and workmanship shall be subject to inspection, examination and tests by the Public Works Officer at any and all times during manufacture and/or construction and at all places where such manufacture and/or construction are carried on. The Government shall have the right to reject defective material or workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material, at no additional cost to the Government. The Contractor shall promptly remove the rejected material from the premises. The Contractor shall furnish without charge all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Public Works Officer.

1A-39. SUPERINTENDENCY BY CONTRACTOR

The Contractor shall give his personnel superintendence to the work or have a competent foreman or superintendent, satisfactory to the Public Works Officer, on the work at all times during progress of the work, with authority to act for him.

1A-40. STABILIZATION OF PRICES, WAGES, AND SALARIES

Bidders are advised that prices are expected to be in compliance with the general price standards of the Cost of Living Council as set forth in Section 130.13 of Title 6, Code of Federal Regulations.

2A-01. OFFICE OF THE CONTRACTOR. The Contractor shall maintain an office or place of business with complete telephone service. Such office or place of business shall be manned during all normal working hours, and at any other time when work is in progress. Telephone service shall be toll free or authorized to accept collect calls from the Public Works Officer or his designated representatives, for the ordering of work or for any other purposes in connection with the work.

2A-02. NORMAL WORKING HOURS shall be from 8:00 am to 4:30 pm., Monday through Friday, Federal National Holidays excluded.

2A-03. BILLING AND PAYMENT

Requests for payment, in triplicate, may be submitted once per calendar month. Each request for payment shall include all work performed and shall be quoted as total percentage completed to date of billing. Any disagreement as to percentage completed shall be resolved by accepting the Contracting Officer's decision. A ten percent retention of payment shall apply to any partial payments made prior to final completion and acceptance by the Government. Such retention is in accordance with provision of Clause 7 of the General Provisions.

2A-04. CHANGE ORDERS

The Contracting Officer may require additional work not included in the original scope of the contract. In this event, costs will be negotiated with the Contractor and a written change order signed by the Contracting Officer will be issued. No payments will be made for any additional work not covered by a written and duly signed Change Order.

END SECTION 2-A

(c) The only acceptable evidence to establish:

(i) the date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U.S. Postal service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be acceptable.

1B-07. TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS

Telegraphic modifications or withdrawal of bids will be considered as specified herein. TELEPHONIC RECEIPT OF TELEGRAPHIC MODIFICATIONS OR WITHDRAWAL OF BIDS WILL NOT QUALIFY THE TELEGRAM AS TIMELY. The telegram must be received at the place specified for receipt of bids prior to the exact time set for receipt of bids.

END SECTION 1-B

DIVISION 3 - DETAIL REQUIREMENTS

SECTION 3A

3A-01 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to elsewhere by basic designation only, form a part of this specification to the extent indicated by the references thereto (where a number is suffixed to the Specification No., it denotes the effective amendment to the specification):

(a) REFERENCED SPECIFICATIONS AND STANDARDS

25X1A



FED. J-C-71a (2)
J-C-98
J-C-103 (5)
TT-P-29
SS-T-306b, 307

Plumbing
Carpentry and Joinery
Sheetmetal
Welding
Structural Steel
Electrical

Paint Interior
Floor covering, resilient

3A-01 CARPENTRY AND JOINERY

Materials shall conform to the respective specifications and other requirements specified herein:

- (a) Moisture - Resistant Adhesive. Shall conform to specifications No. MMM-A-125 Type II, or MMM-A-188, Types I,II, or III.
- (b) Waterproof Adhesive. Shall conform to specification [REDACTED] 25X1A
- (c) Finishing Lumber. Shall be kiln dried and, at time of delivery to the building site, the moisture content shall not exceed 12% from material not more than 1-inch or less in thickness, and shall not exceed 14% for material over 1-inch in thickness.
- (d) Plywood. Shall conform to commercial Standard CS45, CS122, or CS 157. Each sheet of plywood shall bear the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood as to species, glue type, grade, and compliance with the applicable commercial standard. Plywood shall be interior type.
- (e) Prefinished Wood Paneling. Panels shall be veneer over fir or fine plywood backing. Backing plywood shall be firm, well glued and edges

(e cont'd) shall be clean and free from splintering or rough edges. Panels shall be of a medium quality grade, neither the deluxe nor economy sheets will be considered. Finishes shall be birch with joints of contrasting color and with suitable sealing coat or clear finish to allow washing and removal of stains. Fastening shall be either by waterproof mastic or screw type nails with prefinished color on heads to match panels. If standard fasteners such as nails are used all holes shall be filled with tinted wood dough. Contractor shall submit samples and color gradations of proposed panels for selection by Public Works Officer. All materials used shall come from the same batch or run from supply mill so as to insure uniformity of colors and grains. Prefinished mouldings and shoe moulds are required as shown on (drawings).

3A-03 GYPSUM WALLBOARD

The gypsum wallboard shall conform to Federal Specification SS-W-51a, having tapered or recessed edges to allow for joint concealment and shall have width 48-inches thickness, 5/8-inch except as otherwise noted. Joint cement shall be as recommended by the manufacturer. Nails, unless otherwise specified, shall be cement coated standard nails (cooler). All joints shall be cemented and taped.

3A-04 FLOOR COVERING

Asphalt tile and rubber base shall be provided in areas where specifically noted on the drawings. The material shall be in accordance with Specification No. SS-T-307 for grease proof tile and Specification No. SS-T-306b for all other tiles. Asphalt tile shall be 9" x 9" or 12" x 12" x 1/8"-inch thick and shall be selected from colors similar to Group B of the Asphalt Tile Institute. Adhesive shall be an approved type recommended by the manufacturer for the tile and rubber base. Rubber base shall be black and size 4' x 48".

3A-05 ACOUSTIC TILE

The ceiling tile shall be of textured designed, size 12" x 12" x 1/2", mineral fibers. The tile shall be installed on existing ceilings with mastic cement. The cement shall be an approved type recommended by the manufacturer. The material and installation shall conform to Federal Specification No. SS-S-118a Class 200.

3A-06 PAINTING

Paint shall be Pittsburg Plate Glass No. 6-90 or equal and acceptable. Color shall conform to existing color. All surfaces to be painted, shall be cleaned, free of dust or lint prior to application of paint. Dents and holes shall be filled to level surface before painting.

3A-07 STEEL

25X1A All required steel shall be fabricated of structural steel conforming with [REDACTED] specification.

3A-08 WELDING

25X1A Welding shall comply with the E60 or B70 Series of specifications for mild steel Arc-welding electrodes, [REDACTED], latest edition. All fillet welds shall be the same as metal to be joined.

3A-09 SHEET METAL

Modify existing dust work to provide supply and return air duct to areas as shown. Ducts shall be zinc-coated sheet metal not less than 24 gauge and shall be insulated with not less than 1-inch thick flexible fiberglass insulation with vapor barrier. Insulation shall be applied to exterior of ducts securely fastened with clips and sealed with waterproof adhesive. System modification shall conform to [REDACTED] specification.

25X1A

3A-10 PLUMBING

Relocate existing heater and water cooler as shown on plans, all piping shall be installed in accordance with [REDACTED] specification.

25X1A